

**AMENDMENT TO
AGREEMENT FOR THE INTEGRATION OF
LUTHERAN HEALTH SERVICES, INC.
AND ITS SUBSIDIARIES INTO THE
RESEARCH HEALTH SERVICES SYSTEM**

THIS AMENDMENT is made and entered into on the 1st day of March, 1991, by and among LUTHERAN HEALTH SERVICES, INC., a Missouri not-for-profit corporation (hereinafter referred to as "LHS"), and RESEARCH HEALTH SERVICES, a Missouri not-for-profit corporation (hereinafter referred to as "RHS").

WITNESSETH:

WHEREAS, LHS and RHS previously entered into an Agreement dated January 31, 1990 (the "Integration Agreement") for the integration of LHS and its subsidiaries into the Research Health Services System ("System");

WHEREAS, RHS has entered into an Agreement (the "RHS/BHS Agreement") with Baptist Health Systems, a Missouri not-for-profit corporation (hereinafter referred to as "BHS"), pursuant to which BHS and its subsidiaries agree to integrate into the System;

WHEREAS, the RHS/BHS Agreement requires RHS to amend its Articles of Incorporation and Bylaws to change the name of RHS to Health Midwest (hereinafter referred to as "Parent") and to expand the size of the Board of Directors and the Executive and Policy Committees to establish the following constituency seats:

Board of Directors

Research Medical Center	17
Baptist Health Systems	9
Lutheran Health Services	7
Lee's Summit Hospital	1
The Rehabilitation Institute	1
Medical Center of Independence	1
Chief Executive Officer/Chief Operating Officer	2
At Large	<u>2</u>
	40

Executive and Policy Committees

Research Medical Center	5
Baptist Health Systems	3
Lutheran Health Services	2
CEO, COO	2
At Large	<u>1</u>
	13;

WHEREAS, the RHS/BHS Agreement further establishes that the Chairman of the board, the immediate past Chairman of the board, and the Vice Chairman of the board of Parent shall serve ex officio with full voting privileges as members of the executive and policy committees of Parent and that such ex officio committee members count toward the constituent representation described above;

WHEREAS, consistent with the foregoing changes in the governance of RHS, RHS and LHS now desire to amend the Integration Agreement to establish the LHS representation on the Parent Board of Directors and Executive and Policy Committees and to provide for certain other conforming changes in the Integration Agreement;

NOW, THEREFORE, ⁷ in consideration of the foregoing, RHS and LHS hereby amend the Integration Agreement as follows:

1. Establishing LHS Representation on Parent Board and Executive and Policy Committees. Effective upon closing of the RHS/BHS Agreement, Section 1.1 of the Integration Agreement is amended to delete the anti-dilution percentage provision and to restate the nomination and election procedures, so that Section 1.1 shall be restated in its entirety as follows:

"Section 1.1 LHS Representation on Parent Board and Executive and Policy Committees. The number of persons who serve on the Parent Board of Directors by virtue of membership on the board of directors of LHS or its subsidiary, Trinity Lutheran Hospital ("TLH") shall be seven (7) and the number of LHS/TLH representatives on the executive and policy committees of Parent shall be two (2). (If an ex officio member of the executive committee is an LHS/TLH representative, such representative shall count toward the LHS/TLH representation on the executive committee.) The parties further acknowledge and intend that LHS representation on the Parent board of directors and executive and policy committees be reasonably proportional to the representation of other hospitals and health care organizations which integrate into the health care system headed by Parent (the "System"). Parent agrees to use its good faith best efforts to achieve the goal of reasonably proportional representation. However, this goal shall not restrict or limit the flexibility of Parent to negotiate future constituent representation on the Parent board of directors and executive and policy committees which Parent in good faith believes is in the best interests of the System as a whole. Nominees for LHS/TLH representative vacancies on the Parent board and executive and policy committees shall be determined by the vote of a majority of the LHS board and submitted to the entire board of Parent for election or rejection. Vacancies arising upon resignation or removal of an LHS/TLH representative on the Parent board and/or executive and

policy committees shall be filled for the balance of the unexpired term by the same nominating and election procedure."

2. Removal of Sunset Provision. Section 1.6 of the Integration Agreement, which provided for the expiration of the provisions established by Sections 1.1 through 1.5 thereof, is hereby deleted in its entirety so that the provisions established by Sections 1.1 through 1.5 of the Integration Agreement will continue in effect unless and until amended by agreement of LHS and Parent. Sections 1.7 through 1.16 of the Integration Agreement are hereby renumbered as Sections 1.6 through 1.15, respectively, and all cross-references in the Integration Agreement to those Sections are hereby modified accordingly.

3. RHS Rights and Obligations Apply to Parent. All of the provisions of the Integration Agreement which now apply to RHS shall from and after the closing date of the RHS/BHS Agreement apply to Parent. Accordingly, all references to RHS in the Agreement shall from and after such closing mean Parent. To the extent necessary, LHS, TLH and other LHS subsidiaries will amend their Articles of Incorporation and Bylaws as necessary and appropriate to acknowledge the change from RHS to the new Parent.

4. Ratification of Remaining Provisions. Except as modified by this Amendment, RHS and LHS hereby ratify, reconfirm and reapprove all of the terms and provisions of the Integration Agreement which survived the January 31, 1990 closing date.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

RESEARCH HEALTH SERVICES

By Arthur Brand
Arthur Brand, Chairman

LUTHERAN HEALTH SERVICES, INC

By Richard M. Catlett
Richard M. Catlett, Chairman